

**Application No.: 10/753,531****Docket No.: 2038-320****REMARKS**

Applicants appreciate the Examiner's thorough review of the present application, and respectfully request reconsideration in light of the preceding amendments and the following remarks.

Claims 1-22 are pending in the application. The claims have been amended to improve claim language and better define the claimed invention. No new matter has been introduced through the foregoing amendments.

The modified art rejections relying on *Suzuki* and *Otsubo* are believed overcome in view of the above amendments.

In particular, amended independent claim 1 now recites, among other things, first and second **elastically stretchable and contractible members**. The newly added feature coupled with the arguments, which were advanced in the previous Amendment dated October 11, 2005, at paragraph No. 1 and are incorporated herein by reference, are believed to define the claimed invention over the applied references.

The Examiner's cited dictionary definitions of the term "elastic" are noted. Specifically, the Examiner considered the different possible dictionary meanings obtained from the Oxford Online Dictionary (i.e., "flexible and adaptable") and the Merriam-Webster Online Dictionary (i.e., "capable of being easily stretched or expanded and resuming former shape"). The Examiner held that the Oxford Online Dictionary (i.e., "flexible and adaptable") is the broadest reasonable plain meaning of the term. Applicants respectfully disagree.

In construing claim terms, the general meanings gleaned from reference sources, such as dictionaries, must always be compared against the use of the terms in context, and the intrinsic record must always be consulted to identify which of the different possible dictionary meanings is most consistent with the use of the words by the inventor.); *ACTV, Inc. v. The Walt Disney Company*, 346 F.3d 1082, 1092, 68 USPQ2d 1516, 1524 (Fed. Cir. 2003). Where there are several common meanings for a claim term, the patent disclosure serves to point away from the improper meanings and toward the proper meanings. *Renishaw PLC v. Marposs Societa' per Azioni*, 158 F.3d 1243, 1250, 48 USPQ2d 1117, 1122 (Fed. Cir. 1998). See also *MPEP*, section 2111.01.II.

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Thus, in a case like this one, i.e., when different possible dictionary meanings exist, the intrinsic record, including the patent disclosure, must be consulted to identify which one of the different possible dictionary meanings is most consistent with the use of the words by the inventor. Since the original disclosure discloses that the first and second elastic members are stretchable and contractible (*see, e.g.,* the original Abstract at lines 10-12), rather than merely flexible and adaptable, the Oxford Online Dictionary definition is unreasonably broad and should not be relied upon for claim interpretation.

Notwithstanding the above, Applicants have amended independent claim 1 to replace "elastic" with --elastically stretchable and contractible members-- to overcome the Examiner's rejection. Element 82 of *Suzuki* is only a flexible strip and is not readable on the claimed elastically stretchable and contractible members. Element 81 of *Suzuki* might be elastically stretchable and contractible, but does not extend across the first zone to the third zone as presently claimed.

The Examiner's argument that "zone" could be any area on the chassis is noted. Applicants respectfully disagree, because first and third zones are clearly defined in independent claim 1, and are not readable on any area of *Suzuki*. In addition, Applicants note that the Examiner has not responded to the question raised in the October 11, 2005 Amendment, at page 10, the first paragraph, i.e., whether *Suzuki* teaches the claimed first and second zones at (i) the annotated, elongated, strip shaped, 1st and 2nd zones (Examiner's annotated FIG. 22) or (ii) the triangular zones T1, T2 (FIG. 21B)? Clarification is respectfully requested so that the Examiner's rejection can be properly understood and responded to.

Withdrawal of the rejection of independent claim 1 in view of the above is believed appropriate and therefore respectfully requested.

Claims 2-10 and 22 depend from claim 1, and are considered patentable at least for the reason advanced with respect to amended claim 1. The dependent claims are also patentable on their own merits since these claims recite other features of the invention neither disclosed, taught nor suggested by the applied art.

For example, as to claim 7, the applied references do not fairly teach or suggest that the first and second elastically stretchable and contractible members are disposed between and inwardly

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spaced from **entireties** of said longitudinal barriers. The Examiner admitted in paragraph 6 of the Final Office Action that the elastic strands are an integral part of the barriers 81, 82. Thus, the strands cannot be considered inwardly spaced from the entireties of the barriers as presently claimed.

As to claims 8-9, the applied references do not fairly teach or suggest that the first and second elastically stretchable and contractible members are disposed below said core, **between said core and an impervious cover sheet** covering a lower surface of said core. It appears from the language found in page 8 of the Final Office Action that the Examiner proposed to modify the *Suzuki* elements 81/82 to be disposed between the core and the impervious sheet as taught by *Otsubo*. Applicants respectfully submit that such modification would render the device being modified, i.e., *Suzuki*, unsatisfactory for its intended purpose. In particular, if the barriers 81/82 of *Suzuki* is disposed between the core and the impervious coversheet, it will not be able to rise above the topsheet 11 as shown in FIG. 21A of *Suzuki*. The intended purpose of the *Suzuki* barriers 81/82, i.e., preventing side leakage, would be defeated. Thus, no person of ordinary skill in the art would have made the Examiner's suggested modification.

As to claim 10, the applied references do not fairly teach or suggest that the first and second elastically stretchable and contractible members are shorter than said core as measured in the **longitudinal** direction of said article. The Examiner argued that the claimed limitation is taught by *Otsubo* at column 4, lines 57-61 and FIG. 7. Applicants respectfully disagree, because the cited portions of *Otsubo* disclose dimensions in the transverse direction, rather than in the longitudinal direction as presently claimed. In addition, the Examiner's suggestion or motivation to combine the references is inadequate, as it fails to suggest any desirability of the claimed invention.

Independent claim 11 is has been amended in a manner similar to claim 1, and is therefore believed patentable over the applied references for at least the reasons advanced with respect to the amended feature of claim 1. Claim 11 has further been amended to recite that **the first and second elastically stretchable and contractible members are not part of any of said longitudinal barriers**, and are disposed between and inwardly spaced, in a transverse direction of said article, from said longitudinal barriers. As admitted by the Examiner in the Final Office Action, at

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paragraph 6, the *Suzuki* elastic strands are an integral part of the barriers 81, 82. Thus, the strands are not readable on the claimed first and second members.

Claims 12-21 depend from claim 11, and are considered patentable at least for the reason advanced with respect to amended claim 11. The dependent claims are also patentable on their own merits since these claims recite other features of the invention neither disclosed, taught nor suggested by the applied art, as will be apparent to the Examiner upon reviewing these claims.

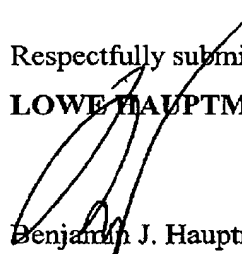
Each of the Examiner's rejections has been traversed/overcome. Accordingly, Applicants respectfully submit that all claims are now in condition for allowance. Early and favorable indication of allowance is courteously solicited.

The Examiner is invited to telephone the undersigned, Applicant's attorney of record, to facilitate advancement of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 07-1337 and please credit any excess fees to such deposit account.

Respectfully submitted,

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